

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.2479 OF 1983

Pragati Builders Plaintiffs

versus

Smt.Lalita Bhikalal Joshi & anr. Defendants

Sheetal M. Kumar for applicant/deft.no.3 i/by
Adv.Shashikant Naik.

Mohankumar i/by D.S.Sakhalkar for D-2.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 10th July 2006

PC :

1. There are consent terms which are signed between plaintiffs, defendant no.2 and newly added defendant no.3. As far as defendant no.1(a) to 1(f), the suit is being withdrawn and shall stand dismissed for want of prosecution.

2. The suit is filed for declaration that agreement dated 24th August 1989 (Annexure-B) is valid, subsisting and binding on defendants 1(a) to 1(f) and they should be directed to specifically perform the same.

3. It appears that the parties have settled their dispute and now the plaintiffs give up their right, title and interest in the suit property as also do not claim specific performance of the agreement referred to above. They accepted the right, title and interest of third defendant. The above arrangement has been arrived at after the plaintiffs have received certain amounts from defendant no.3. Learned advocate for defendant no.3 hands over the pay orders in the sum mentioned in clause-6 of the consent terms.

4. Consent terms are duly signed by plaintiffs, defendant no.2 and defendant no.3/ applicant. The disputes have been settled in terms thereof. Now, defendant no.3 shall have exclusive right, title and interest in the property and shall be entitled to develop the same.

5. Consent terms taken on record and marked "X" for identification. Order in terms of consent terms.

6. Consent terms are taken on record in the presence of all parties who are present in the

Court. They have confirmed arrangement therein.

7. Refund of court fee as per rules. No order as to costs.

(S.C.DHARMADHIKARI, J.)